

**AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF EL SALVADOR  
CONCERNING THE ESTABLISHMENT  
OF AN INTERNATIONAL LAW ENFORCEMENT ACADEMY**

The Government of the United States of America (the "United States") and the Government of El Salvador ("El Salvador"), or "the Parties,"

In view of their close cooperation and mutual interest in combating transnational crime and developing closer regional law enforcement cooperation;

Have agreed as follows:

**ARTICLE 1  
ESTABLISHMENT**

An "International Law Enforcement Academy" site ("the Academy") is hereby established in El Salvador. The Academy may be identified by its English acronym (ILEA), and shall operate as a joint entity of the United States and El Salvador.

**ARTICLE 2  
OBJECTIVES**

The objectives of the Academy shall be:

1. to strengthen cooperation between law enforcement institutions in El Salvador, the United States, and other Latin American countries by providing training and continuing education courses for law enforcement professionals.

2. to strengthen cooperation among the countries of Latin America to combat drug-related and transnational crime.
3. to provide quality training and institution-building assistance to combat transnational crimes including terrorism, narcotics trafficking, financial crimes, cyber crime, illegal firearms trafficking, and smuggling and trafficking in persons; and
4. to reinforce criminal justice institutions in Latin America, with a view to strengthening the rule of law, respect for human rights and democratic institutions, and law enforcement capacity.

#### **ARTICLE 3**

##### **IMPLEMENTATION OF THE AGREEMENT**

The executive agents responsible for fulfilling the terms and conditions of this Agreement shall be, for the United States, the Department of State, and for El Salvador, the Ministry of Government.

#### **ARTICLE 4**

##### **JOINT EL SALVADOR-UNITED STATES COMMITTEE**

There shall be a high-level Joint United States-El Salvador Committee (the "Joint Committee") to provide overall guidance to the Academy on matters of general policy, pursuant to the objectives of this Agreement.

The Joint Committee shall have the following duties:

- (a) Report to the Parties on the implementation of this Agreement;
- (b) Be apprised of the proposals submitted by the Program Director;
- (c) Be apprised of the yearly review of training plans and their budgets;

- (d) Any other duty conferred by this Agreement.

The Joint Committee shall consist of one senior representative appointed by each Party and such other members as are agreed upon by those representatives, provided that each Party has an equal number of representatives and the total number of members does not exceed eight. In addition, the Program Director and the Managing Director shall be ex-officio members of the Committee. The Joint Committee shall report to the Parties; any action it takes shall require the approval of the Parties. Each Party shall notify the other of the appointment of its senior representative through the diplomatic channel.

The Chair of the Joint Committee shall rotate annually between the two Parties, and the Joint Committee shall, at minimum, meet twice each year.

#### **ARTICLE 5**

##### **ORGANIZATION OF THE ACADEMY**

1. The Academy shall have a Program Director appointed and funded by the United States who shall be in charge of and responsible for the operation of the Academy, as well as for the supervision of personnel funded by the Government of the United States. The Program Director shall, at minimum, be assisted by a Deputy Director appointed and funded by the United States.
2. The Academy shall have a Managing Director appointed and funded by El Salvador who shall be responsible for the administration and management of the Academy facility and the supervision of personnel funded by the Government of El Salvador. The Managing Director shall, at minimum, be assisted by a Deputy Managing Director appointed and funded by El Salvador.
3. The Program Director and the Managing Director shall determine the internal structure and administrative rules applicable to the Academy.

4. In consultation with the Joint Committee, the Program Director shall prepare an annual training plan and budget by no later than August 1 of each year.

## ARTICLE 6

### FACILITIES FOR THE ACADEMY

1. El Salvador shall identify a suitable site, to be agreed upon by the Parties, which meets the infrastructure needs of the Academy. These needs include administrative offices and storage space, as well as classrooms, dormitories, dining facilities, a student center, an auditorium, a gymnasium and track and field ring, and computer laboratories to accommodate 100 students.
2. Subject to the availability of funds, El Salvador shall bear the costs for any necessary work to prepare the site for construction, including, at minimum, but not limited to, earthwork, installation of utilities, and construction of a suitable service road.
3. Subject to the availability of appropriated funds, which is a matter for the United States Congress to decide, the United States shall bear the costs of building and/or renovating the facilities.
4. The Parties shall mutually decide on: plans for the design, construction and/or renovation of the facilities; the contracting process to be utilized; selection of contractors; and measures to supervise the construction and/or renovation process.
5. El Salvador shall bear the costs associated with the maintenance, operations, and security for the facilities.
6. The facilities dedicated exclusively to the Academy shall remain so dedicated for the duration of this Agreement, unless otherwise agreed by the Parties.

7. Ownership of the facilities, upgrades, fixtures, equipment (including computers), and vehicles of the Academy shall be vested in El Salvador, unless otherwise agreed by the Parties. In the event the Agreement is terminated before September 30, 2015, El Salvador shall reimburse the United States for the depreciated value, on the date of termination, of Academy upgrades, fixtures, equipment (including computers), and vehicles funded by the United States.
8. Until such time as the construction and/or renovation of Academy facilities is completed, El Salvador shall provide suitable administrative offices, storage space, as well as suitable classrooms, dormitories, dining facilities, a student center, an auditorium, a gymnasium and track and field ring, and computer laboratories to accommodate 50 students.

#### **ARTICLE 7**

##### **PROGRAM AND OTHER COSTS**

1. Subject to the availability of appropriated funds, which is a matter for the United States Congress to decide, the United States shall bear the costs relating to the programs offered by the Academy.
2. The Parties shall share the costs associated with the administrative and professional staff of the Academy. The salaries and employment benefits of government employees assigned to the Academy by the Parties shall be the responsibility of the respective Parties.
3. El Salvador shall furnish emergency medical care and first aid at all times, including an on-site facility to provide such care eight hours a day, five days per week.
4. United States funds shall be obligated and spent in accordance with applicable United States laws and regulations. Salvadoran funds shall be obligated and spent in accordance with the applicable laws and regulations of El Salvador.

**ARTICLE 8**  
**OVERSIGHT**

1. The Academy shall furnish either Party, upon request, with information regarding the use of funds or assets provided or financed by that Party within the framework of this Agreement.
2. At the request of either Party, the Academy's finances shall be audited by an international independent Certified Public Accounting firm, chosen and paid for by the requesting Party.
3. The United States shall assign a financial manager to the Academy for as long as the United States deems necessary. This manager shall, subject to the supervision of the Program Director, oversee all expenditures of United States funds. El Salvador shall do the same with respect to its expenditures.
4. The Parties shall evaluate jointly, on an annual basis, the implementation of this Agreement, and shall provide each other with all information necessary for such evaluations.

**ARTICLE 9**  
**FISCAL YEAR**

With regard to funds provided by the United States Government, the Academy's fiscal year shall begin on October 1; with regard to funds provided by El Salvador, the fiscal year shall begin on January 1 of each year.

## ARTICLE 10

### TAXATION

1. El Salvador shall ensure that the Academy is not subject to taxation or other government charges.
2. Any property or funds introduced into or acquired in El Salvador by the United States Government or by any person or entity (including but not limited to contractors and grantees) funded by the United States Government as part of, or in conjunction with this Agreement including, but not limited to goods and services imported for purposes of constructing, renovating and operating the facilities of the Academy, shall be exempt from all taxes, service charges and investment or deposit requirements and currency controls in El Salvador. The import, export, purchase, acquisition, use, or sale of any such property or funds in conjunction with this Agreement shall be exempt from tariffs, taxes on acquisitions or purchases or sales, income taxes, real estate taxes, value-added taxes (VAT) and any other taxes or similar charges in El Salvador.
3. Commodities acquired, including by the United States, its contractors, and grantees (and sub-contractors or sub-grantees), or by foreign governments, that were financed with United States assistance provided under this Agreement (including those acquired by sub-contractors and grantees) shall be exempt from taxation, including VAT and tariffs, imposed by El Salvador. When payment is made for taxes on transfers made under this Agreement, El Salvador shall provide reimbursement within 5 months of the date of assessment to the Government of the United States or its agents (including contractors and grantees) for, at a minimum, VAT and tariffs that are imposed. Commodities include any material, article, supply, goods, or equipment.

## ARTICLE 11

### PRIVILEGES AND IMMUNITIES

1. Upon notification by the United States, El Salvador shall accord the members of the Joint Committee, the Program Director and his Deputies, privileges and immunities equivalent to those accorded to diplomatic agents under the Vienna Convention on Diplomatic Relations. This paragraph shall not apply to any such individuals who are nationals of El Salvador.
2. Upon notification by the United States, El Salvador shall accord instructors, advisors, consultants, and other members of the staff of the Academy who are not nationals of El Salvador privileges and immunities equivalent to those accorded to members of the administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic Relations.

## ARTICLE 12

### BENEFITS FOR ACADEMY INSTRUCTORS, ADVISORS, CONSULTANTS, AND STUDENTS

1. An Academy instructor, consultant, adviser or student who is not a Salvadoran national and who is temporarily in El Salvador, shall be exempt from:
  - (a) any taxes imposed under the laws of El Salvador on payments received from the Academy;
  - (b) any tariff or tax otherwise levied on the import or export of personal or household goods brought to El Salvador;
2. An Academy instructor, consultant, or adviser who is not a Salvadoran national and who works temporarily at the Academy, shall additionally be exempt from all taxes on the rental of housing, as well as the obligation to obtain a work permit and payment of social security contributions.



3. A student of the Academy who is not a Salvadoran national and who is temporarily in El Salvador shall be considered a student of the Academy and as such shall be exempt from any obligation to obtain a work permit for the purpose of attending the Academy's program and from payment of social security contributions.
4. El Salvador shall not charge for visas and residence permits issued to Academy instructors, consultants, advisers, and students who require them in respect of their attendance or service at the Academy.

### **ARTICLE 13**

#### **DISPUTE SETTLEMENT**

Any dispute regarding interpretation or implementation of this Agreement shall be submitted in the first instance to the Joint Committee for resolution. If the Joint Committee cannot resolve the dispute, it shall be submitted to the Parties through their executive agents.

### **ARTICLE 14**


#### **ENTRY INTO FORCE, AMENDMENT, AND TERMINATION**

1. This Agreement shall enter into force when the Parties communicate via diplomatic channels that legal requirements to that effect have been met.
2. Either Party may request, through diplomatic channels, consultations on amendment of this Agreement. This Agreement may be amended by exchange of diplomatic notes.
3. Either Party may terminate this Agreement at any time by giving written notice to the other Party, and the termination shall be effective six months after the date of receipt of such notice.

4. Should this Agreement be terminated, the Academy shall submit to the Parties a detailed report of Academy resources and the uses to which they have been put.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at San Salvador, on the 20<sup>th</sup> day of September, 2005, in duplicate in the English and Spanish languages both texts being equally authentic.

  
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FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA  
H. DOUGLAS BARCLAY  
AMBASSADOR

  
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FOR THE GOVERNMENT OF EL SALVADOR  
RENE MARIO FIGUEROA FIGUEROA  
MINISTER OF GOVERNANCE